



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

February 12, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

19 February 12, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR  
CARMENITA ROAD/PAINTER AVENUE LANDSCAPE IMPROVEMENT PROJECT AND  
CONTRIBUTION OF HIGHWAYS-THROUGH-CITIES FUNDS  
CITY OF SANTA FE SPRINGS-COUNTY OF LOS ANGELES  
UNINCORPORATED COMMUNITY OF SOUTH WHITTIER  
(SUPERVISORIAL DISTRICT 4)  
(4 VOTES)**

### SUBJECT

This action is to approve the cooperative agreement between the City of Santa Fe Springs and the County of Los Angeles to provide financing and delegation of responsibilities for the design and construction of Carmenita Road/Painter Avenue Landscape Improvement project and authorize the contribution of County Highways-Through-Cities funds to the City of Santa Fe Springs.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Carmenita Road/Painter Avenue Landscape Improvement project is categorically exempt from the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the cooperative agreement between the City of Santa Fe Springs and the County of Los Angeles to provide financing and delegation of responsibilities for design and construction of median and parkway landscape improvements on Carmenita Road/Painter Avenue from Lanning Drive to Lannet Avenue, including a portion within the City. The cooperative agreement further provides for the City and the County to cooperatively finance the cost of the project. The total project cost is estimated to be \$1,691,000 with the City's share estimated to be \$208,000 and the County's share estimated to be \$1,587,000. The County will finance its jurisdictional share of the project cost and contribute Highways-Through-Cities funds to

finance 50 percent of the City's jurisdictional share, estimated to be \$104,000. Sufficient funds to finance the County's share of the project cost and the County's Highways-Through-Cities contribution is included in the Fourth Supervisorial District's Road Construction Program in the Fiscal Year 2012-13 Road Fund Budget.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to request the Board's approval of the cooperative agreement with the City to delegate responsibilities and finance the design and construction of the median and parkway landscape improvements on Carmenita Road/Painter Avenue, including a portion within the City, and to authorize the contribution of Highways-Through-Cities funds to the City for the project. The cooperative agreement provides for the County to perform the preliminary engineering and administer the construction of the project and for the City and the County to cooperatively finance the cost of the project.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By landscaping the subject roadway, residents of the City and nearby unincorporated County communities who travel on Carmenita Road will benefit, and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The total project cost is estimated to be \$1,691,000. In addition to the construction contract cost, the total project cost includes soil investigations, comprehensive design alternatives, costs of preparation of plans and specifications, consultant services, inspection, contract administration, change order contingency, and other County services.

A portion of the project is within the City. Its jurisdictional share of the project cost is estimated to be \$208,000. The City-County cooperative agreement will provide for the County to perform the preliminary engineering and administer the construction of the project and finance its jurisdictional share of the project cost. The County and the City will each finance one-half of the City's jurisdictional share of the project cost. The County's share of the project cost is estimated to be \$1,587,000. Sufficient funds to finance the County's share of the project cost and the County's estimated \$104,000 contribution of Highways-Through-Cities funds is included in the Fourth Supervisorial District's Road Construction Program in the Fiscal Year 2012-13 Road Fund Budget. The Road Fund will be reimbursed with \$1,500,000 from the Fiscal Year 2012-13 Public Works General Fund Budget.

The annual maintenance cost of the landscaping improvements is estimated to be \$14,500 commencing in Fiscal Year 2012-13. Sufficient appropriation is included in the Fourth Supervisorial District's Annual Road Construction Program to finance the ongoing maintenance cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed cooperative agreement has been approved, as to form, by County Counsel and executed by the City.

The cooperative agreement provides for the County to perform the preliminary engineering and administer construction of the project with the City and County to finance their respective jurisdictional share of the cost of the project. The City's actual payment will be based upon a final accounting after completion of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) and Section 15304(b) of the California Environmental Quality Act guidelines and Class 1(x), Subsections 9, 10, 13, 22, and Class 4(c) of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for parkway tree planting, median beautification, installation of sprinkler systems, maintenance of existing roadway facilities, and new landscaping.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed improvements on Carmenita Road are of general County interest and will enhance motorist and pedestrian safety.

### **CONCLUSION**

Please return one adopted copy of this letter and two originals of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SANTA FE SPRINGS, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, Carmenita Road and Painter Avenue are on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to install landscaping and irrigation system and raised median improvements in the parkway and to restore pavement striping and markings on Carmenita Road/Painter Avenue from Lanning Drive to Lannett Avenue (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Six Hundred Ninety-one Thousand and 00/100 Dollars (\$1,691,000.00) with COUNTY'S jurisdictional share being One Million Five Hundred Eighty-seven Thousand and 00/100 Dollars (\$1,587,000.00) and CITY'S jurisdictional share being Two Hundred Eight Thousand and 00/100 Dollars (\$208,000.00); and

WHEREAS, COUNTY is willing to finance its jurisdictional share of COST OF PROJECT for those portions of PROJECT within COUNTY JURISDICTION (as defined herein); and

WHEREAS, PROJECT is of general interest to CITY and COUNTY and thereby qualifies for the extension of COUNTY aid to CITY in the form of Highways-Through-Cities funds; and

WHEREAS, COUNTY is willing to contribute Highway-Through-Cities funds to finance 50 percent of CITY'S jurisdictional share of COST OF PROJECT, currently estimated to be One Hundred Four Thousand and 00/100 Dollars (\$104,000.00); and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT, less COUNTY'S contribution of Highways-Through-Cities funds, currently estimated to be One Hundred Four Thousand and 00/100 Dollars (\$104,000.00); and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING and solicitation and award of construction contract for PROJECT and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, cost of CONSTRUCTION CONTRACT, and cost of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals; permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to construct PROJECT in accordance with the approved plans

and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

2) CITY AGREES:

- a. To finance 50 percent of CITY'S jurisdictional share of COST OF PROJECT, currently estimated to be One Hundred Four Thousand and 00/100 Dollars (\$104,000.00), the actual amount of which is to be determined by a final accounting pursuant to paragraph 4) a., below.
- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient funds to finance 50 percent of CITY'S jurisdictional share of COST OF PROJECT currently estimated to be One Hundred Four Thousand and 00/100 Dollars (\$104,000.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. That if CITY'S PAYMENT, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, COUNTY may delay the award of PROJECT pending the receipt of CITY'S payment.
- d. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- e. Upon approval of construction plans for PROJECT, to issue a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. Utility relocation costs for CITY-owned utilities shall be borne by CITY. CITY will take all necessary steps to grant, transfer, or assign all of CITY'S prior rights over the utility

companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- h. To be financially responsible for disposal and/or mitigation measures, if required, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- i. Upon completion of PROJECT to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance 50 percent of CITY'S jurisdictional share of COST OF PROJECT, currently estimated to be One Hundred Four Thousand and 00/100 Dollars (\$104,000.00).
- c. To finance COUNTY'S jurisdictional share of COST OF PROJECT. COUNTY'S actual share will be determined by a final accounting pursuant to paragraph 4) a., below.
- d. To obtain CITY'S approval of plans for PROJECT prior to soliciting for construction bids.
- e. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- f. To be financially responsible for disposal and/or mitigation measures, if required, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- g. To furnish CITY within one hundred eighty (180) calendar days after project completion a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

- h. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.
  - i. To provide all out of scope change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner. If CITY'S response is not received within five (5) calendar days, COUNTY may proceed with change orders.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
  - a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION, less COUNTY'S contribution, as set forth in paragraph (3) b., above, shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
  - b. That if at final accounting, CITY'S share of COST OF PROJECT exceeds CITY'S deposit, as set forth in paragraph (2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said deposit, COUNTY shall refund the difference to CITY without further action by CITY.
  - c. That if CITY'S final payment, as set forth in paragraph 4) b., above, is not delivered to COUNTY office described on the billing invoice prepared by COUNTY and delivered to CITY within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
  - d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment

within sixty (60) calendar days after the date of COUNTY'S written justification.

- e. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. For the portion of PROJECT in CITY'S JURISDICTION, COUNTY hereby assigns all of its right, title, and interest to any unlapsed portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.
- h. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Noe Negrete  
Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670-3679

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- j. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or

in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- l. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- m. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in

connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.

- n. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- o. It is understood and agreed that the provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32080 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF SANTA FE SPRINGS on December 20, 2012, and by the COUNTY OF LOS ANGELES on February 12, 2013.



ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By Lachelle Smithman  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By Carole Suzuki  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

19

FEB 12 2013

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By Mark Ridley-Thomas  
Chairman, Board of Supervisors

I hereby certify that pursuant to  
Section 25163 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Lachelle Smithman  
Deputy

CITY OF SANTA FE SPRINGS

By William K. Rife  
Mayor

ATTEST:

By Anita Jimenez  
City Clerk

APPROVED AS TO FORM:

By JB  
City Attorney

77915